Supreme Court, U. S.
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MICHAEL RODAK, JR., CLERK

No. 80-512

IN THE

# Supreme Court of the United States

OCTOBER TERM, 1980

BALTIMORE COUNTY, MARYLAND,
*Petitioner,*

v.

RAYMOND INTERNATIONAL BUILDERS, INC.,
AND J.E. GREINER, INC.,
*Respondent,*

**ON WRIT OF CERTIORARI TO THE COURT OF SPECIAL APPEALS OF MARYLAND**

## BRIEF OF RAYMOND INTERNATIONAL BUILDERS, INC., IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

GEORGE W. MCMANUS, JR.,
KENNETH B. FRANK,
Suite 2650,
10 Light Street,
Baltimore, Maryland 21202,
(301) 727-3645.

The Daily Record Co., Baltimore, MD 21202

## QUESTIONS PRESENTED

1. Is any important federal question raised by the holding of the Court of Special Appeals of Maryland that under established principles of state law as applied to the facts, the trial court was clearly erroneous in refusing to allow Respondent, Raymond International Builders, Inc., to recover damages resulting from misleading and inaccurate information supplied by Petitioner in connection with a contract between Respondent and Petitioner.

2. Since the defenses of sovereign immunity and statute of limitations were neither raised nor preserved by the Petitioner in the Court of Special Appeals, should Petitioner be entitled by claiming lack of due process to have them reviewed by this Court?

3. Is the decision of the Court of Special Appeals a final judgment for the purposes of Title 28 U.S.C.A. § 1257 in light of the fact that the case was remanded for a determination of damages?

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***Statutes***

28 U.S.C.A. § 1257. State courts; appeal; certiorari:

> Final judgments or decrees rendered by the highest court of a State in which a decision could be had, may be reviewed by the Supreme Court as follows:
>
> (1) By appeal, where is drawn in question the validity of a treaty or statute of the United States and the decision is against its validity.
>
> (2) By appeal, where is drawn in question the validity of a statute of any state on the ground of its being repugnant to the Constitution, treaties or laws of the United States, and the decision is in favor of its validity.
>
> (3) By writ of certiorari, where the validity of a treaty or statute of the United States is drawn in question or where the validity of a State statute is drawn in question on the ground of its being repugnant to the Constitution, treaties or laws of the United States, or where any title, right, privilege or immunity is specially set up or claimed

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under the Constitution, treaties or statutes of, or commission held or authority exercised under, the United States. June 25, 1948, c. 646, 62 Stat. 929 ..... 13

***State Rules of Procedure***

Rule 1086, Maryland Rules of Procedure:

When an action has been tried by the lower court without a jury, this Court will review the case upon both the law and the evidence, but the judgment of the lower court will not be set aside on the evidence unless clearly erroneous and due regard will be given to the opportunity of the lower court to judge the credibility of the witnesses ..... 10

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### STATEMENT OF THE CASE

By Invitation to Bid in May of 1972, Defendant, Baltimore County ("County") solicited bids for underwater

repairs to the bascule piers of a bridge in the County. Bidders were supplied with plans and specifications prepared for the County by J. E. Greiner Company, Inc. ("Greiner"). The proposed repairs consisted of the removal of deteriorated concrete from the bases of the piers and the placement of aggregate concrete in lieu of the deteriorated material.

The plans and specifications showed a strong, level tremie (the footing of the pier) requiring no substantial preparatory work prior to the placement of the forms for the concrete. The plans expressly specified that 230 cubic yards of preplaced aggregate were to be used. In addition, the specific quantity of 230 cubic yards was printed on the bid (proposal) form and, pursuant to the State's specifications, the Plaintiff, Raymond International Builders, Inc. (hereinafter referred to as "Respondent" or "Raymond") had no right or discretion to change it; consequently, Respondent's bid was calculated on a unit price basis, spreading its fixed costs over the entire 230 cubic yards.

On July 17, 1972, Respondent entered into a contract with the County to make the necessary underwater repairs to the bridge. By the terms of the agreement, Respondent was to finish the repairs within 100 working days; failure to do so would result in liquidated damages. In return, Respondent was to be paid, on a unit price per cubic yard basis, the approximate sum of $213,000 based on the 230 cubic yard quantity represented by Greiner and the County.

After the repairs began, Respondent discovered that the plans and specifications were materially wrong and were substantially inaccurate: (1) The material surrounding the piers was not soft as represented, but contained large pieces of concrete, pile butts, old timbers and steel; (2) the tremie was highly irregular with variations up to 1½ feet; (3) no tremie existed in some areas; (4) only an average of

two (2) inches of deteriorated concrete could be chipped away, rather than the six (6) inches represented in the plans and specifications, meaning that less than one-half the owner's represented 230 cubic yards of concrete could be placed; and (5) the tremie was so weak in places that the forms could not be anchored.

The necessary consequence flowing from such material inaccuracy was substantially unforeseeable increased work at an effectively reduced contract price because: (1) The prefabricated forming system had to be continually altered and new methods for sealing and anchoring the form bottom had to be implemented; (2) Greiner's specifications had incorrectly placed the location of the cable ramps and failed to show some ramps at all; and (3) significantly, the amount of estimated concrete deterioration was greatly overstated; instead of the 230 cubic yards of preplaced aggregate concrete called for in the Greiner specifications, Raymond utilized only 114.78 cubic yards. Raymond's unit price was computed by spreading its fixed costs of the 230 cubic yards represented in the plans and specifications. Because the County only paid for 114 cubic yards, Plaintiff was deprived of over half of its contract price as computed by spreading its cost of performance over the represented 230 cubic yards.

Greiner and the County knew or reasonably should have known that the representations regarding the deterioration of the piers and the quantities of concrete necessary for the repair were inaccurate. Greiner, an engineering firm specializing in the design and inspection of tidewater structures was engaged by the County over a period of years to inspect the underwater portions of the bascule piers, including the tremies. In fact, Greiner had a continuing relationship with the County consisting of thirteen (13) contracts between 1968 and 1972 requiring Greiner to make underwater inspections of the bascule piers, tremies and piles and for inspections and field

supervision of the repairs. Greiner had also designed and inspected the construction of the bridge. Pictures of the original construction and drawings attached to Greiner's May, 1971 report to the County show the cofferdam (a watertight compartment constructed to allow underwater construction) dewatered with the tremie exposed and able to be seen. Greiner reported the results of its inspection to the County.

At the time of the preparation of the plans and specifications for bidders, Greiner and the County had in their possession, but did not disclose to any bidders, a report made in 1971 which showed significantly less deterioration than that represented to Respondent. Greiner in the instant contract and pre-contract negotiations was the County's Agent and was so designated.

Greiner acknowledged privately as late as June 5, 1972, that "The chipping operations at both bascule piers had shown an average depth of deterioration of two (2) inches *rather than the anticipated six (6) inches outlined in the plans.*" (emphasis added). None of these discrepancies were ever communicated to the Respondent, however, nor was any of the underlying data supplied to even warn the bidders that the cubic yardage was misrepresented. As a result, the Respondent computed its price based on quantities and information which Greiner and the County knew to be false.

As a direct result of the variations from the conditions as represented in the Plans and Specifications, Respondent was unable to complete the project within the 100 days provided in the contract. In reliance on the liquidated damages provisions of the contract, the County withheld the sum of $17,531, notwithstanding the impossibility due to actual conditions of performance of the contract within 100 days.

As a consequence of the misrepresentations and unforseeable conditions, the performance of the work and completion of the project cost the Respondent $1,095,804.30 which actual expenditure was not disputed.

Suit was filed against both Greiner and the County on May 26, 1976 for the additional costs incurred, the return of the liquidated damages and an award of punitive damages. Plaintiff's causes of action included fraud, negligent misrepresentations, breach of warranty and breach of contract. In addition, Respondent sought an "equitable adjustment" of the contract pursuant to a provision of the contract permitting such adjustments where actual quantities deviated from bid quantities by 25% or more. Holding that the Respondent had no right to rely on the inaccurate and misleading materials supplied by Greiner and the County, the trial court entered a judgment for the Defendants on the issues of misrepresentation and recovery for unforseen conditions. In addition, the trial court refused Plaintiff's request that it apply the "equitable adjustment" provision of the contract.

On appeal the Court of Special Appeals of Maryland reversed, holding that, based on the record, the trial judge was clearly erroneous and Respondent was entitled to recover against the County for the unforseen and misrepresented conditions and further that the Respondent was entitled to an equitable adjustment of the contract. The Court of Special Appeals remanded the case to the trial court for a determination of damages. As of the date hereof, no hearing on damages has been had. The Court of Appeals denied, without written opinion, the County's Petition for Writ of Certiorari to the Court of Special Appeals.

## SUMMARY OF ARGUMENT

1. The decision of the Court of Special Appeals of Maryland as it relates to Respondent, Raymond International Builders, Inc. ("Respondent") of which the County seeks review is essentially a two-part holding. First, under applicable state law, where a contracting authority provides material plans and specifications which the supplier thereof knows or reasonably should know are incorrect, and where the contractor is not reasonably able to discover the true facts for itself, the contractor is entitled to rely on the data provided notwithstanding general exculpatory provisions in the contract. Second, on the facts of this case, the contract provision requiring an "equitable adjustment" of the contract price where quantities deviated more than 25% was applicable. Neither of these holdings presents any important question of Federal law, nor is there any special or important reason for the Court to exercise its discretion to review this matter. The Court of Special Appeals applied established principles of state law and its decision does not abridge any federal or constitutional right of Petitioner.

2. Respondent's original suit against Petitioner was based on the following causes of action: fraud, negligent misrepresentation, breach of warranty and breach of contract. Petitioner raised various defenses including, *inter alia,* sovereign immunity to contract actions and the statute of limitations. Following the trial, the trial court held for Petitioner on the substantive issues but against Petitioner as the defenses of sovereign immunity in contract actions and the statute of limitations. Respondent appealed. Petitioner did not. The Maryland Court of Special Appeals reversed the trial court, finding its decision to be clearly erroneous as to the issues raised on appeal. It is respectfully suggested that this Court should not issue a writ of certiorari to the Court of Special Appeals of Maryland on the issues of sovereign immunity

and statute of limitations since these issues were neither presented to nor decided by that court.

3. The Maryland Court of Special Appeals found the decision of the trial court to be clearly erroneous and remanded the case for a determination of damages. The ruling of the Court of Special Appeals case does not raise any important federal question warranting review by the Supreme Court prior to a final resolution of all the issues by the highest court of this State in which review may be had.

## ARGUMENT

### I.

**THE COURT OF SPECIAL APPEALS' HOLDING WITH RESPECT TO RESPONDENT'S RIGHT TO RELY ON MISLEADING AND INACCURATE PLANS AND SPECIFICATIONS WAS SOLELY AN APPLICATION OF SETTLED PRINCIPLES OF STATE LAW TO THE FACTS OF THIS CASE, AND PRESENTS NO IMPORTANT QUESTION OF FEDERAL LAW.**

One of the primary issues on appeal to the Court of Special Appeals of Maryland (the "Appellate Court") was whether the County could avoid liability for the undisputedly inaccurate and misleading plans and specifications provided to Respondent in reliance on the exculpatory provisions of the contract. The trial judge had held that, in light of these provisions, the Respondent's reliance on the data was unjustified. The trial judge concluded that the contract documents required the Respondent to make an independent investigation of the data supplied to it. As stated by the Appellate Court:

> The legal issue boils down to a question of whether Raymond was required to verify independently the information upon which it based its bid, or whether Raymond was justified in relying on the information supplied by the County and its engineer as to the plans and specifications for the project. 45 Md. App. at 253-254.

The Petitioner urges that this issue should be reviewed by this Court because of alleged varying interpretations of *Hollerbach v. United States,* 233 U.S. 165 (1914). In that case a contractor was permitted to recover against the United States for inaccurate plans and specifications notwithstanding exculpatory language in the contract. Petitioner urges that this Court should review the instant case because courts in other jurisdictions have reached diverse results in subsequent litigation. In fact, however, *Hollerbach,* and each subsequent opinion of the Supreme Court which cites *Hollerbach,* involves a suit in which the United States was a party. *See, Christie v. United States,* 237 U.S. 242 (1914); *United States v. Spearin,* 248 U.S. 136 (1918); *United States v. Atlantic Dredging Co.,* 253 U.S. 11 (1919); *United States v. Smith,* 256 U.S. 17 (1920); *MacArthur Brothers Co. v. United States,* 258 U.S. 11 (1921); *Lynch v. United States,* 292 U.S. 579 (1933); *United States v. Blair,* 321 U.S. 738 (1943); *United States v. Standard Rice Co.,* 323 U.S. 111 (1944). *Hollerbach* is therefore binding on other courts only insofar as it relates to questions of federal law litigated therein. The instant case, as with most of the other decisions cited by Petitioner, involve questions of state law as applied to state contracts. It is not surprising that other jurisdictions have reached a variety of results applying the law of each such jurisdiction. Absent some important federal questions, it is not the function of the Supreme Court to interfere in the interpretation or administration of state law.

The Appellate Court clearly made its determination of this issue on the basis of state law. Citing *Hollerbach* for its obvious value by analogy, the Appellate Court analyzed numerous decisions from other jurisdictions before turning to a discussion of two controlling Maryland cases. The Appellate Court quoted the Court of Appeals of Maryland in *Linz v. Schuck,* 106 Md. 220, 67A. 286 (1907):

> When two parties make a contract based on supposed facts which they afterwards ascertain to be incorrect; and which would not have been entered into by the one party if he had known the actual conditions which the contract required him to meet, not only Courts of justice but all right thinking people must believe that the fair course for the other party to the contract to pursue is either to relieve the contractor of going on with his contract or to pay him additional compensation. 45 Md. App. at 257.

In addition, the Appellate Court reviewed *Trionfo v. Board of Education of Harford County,* 41 Md. App. 103, 395 A.2d 1207 (1979):

> . . . in which Judge Thompson of this Court exhaustively discussed the law of a contractor's right to recover on a theory of misrepresentation. There we held, as we hold here, that the Plaintiff must establish a right to rely on the misrepresentation. In *Trionfo,* we found no right to rely because the test boring data furnished to contract bidders were supplied only in exchange for a written release from the bidders designed to absolve the board from any responsibility for the accuracy or completeness of the information and to protect the board from assessments for additional work performed pursuant to assumptions made based on the supplied data. No such release provision exists in this contract. We, therefore, find Trionfo inapplicable to the present case. 45 Md. App. at 259.

It is clear from the Appellate Court's opinion that its result was based on its review of the record and an application of principles of state law.

> We have very carefully reviewed the record extract in order to determine whether the trial court was clearly erroneous in its conclusions as to the law and the facts. The record extract establishes that the specifications as prepared by Greiner on behalf of Baltimore County were materially wrong and substantially inaccurate. The evidence disclosed no substantial dispute that the conditions as found by

> Greiner and reported to the County and to the bidders were substantially different from those encountered by Raymond when it began to perform the work required by the contract. Greiner and the County knew or should have known the representations regarding the deterioration of the piers and the quantities of concrete necessary for the repairs were inaccurate . . . Id. at 257-258.

Therefore, the Appellate Court held that the lower court had erred in holding that the Respondent was not entitled to rely on the information contained in the plans and specifications and that Respondent was entitled to compensation for the unforseen or negligently misrepresented conditions.

In addition to the contention that the Supreme Court should ennunciate uniform standards for interpretation of state contracts, Petitioner contends that certiorari should be granted because the Appellate Court allegedly made findings of fact which in some way were violative of Petitioner's due process rights. It has long been settled in Maryland that a decision of a trial court may be reversed if the trial court was clearly erroneous in its findings of fact. *See,* Rule 1086, Maryland Rules of Procedure, which provides as follows:

> When an action has been tried by the lower court without a jury, this Court will review the case upon both the law and the evidence, but the judgment of the lower court will not be set aside on the evidence unless clearly erroneous and due regard will be given to the opportunity of the lower court to judge the credibility of the witnesses.

In reversing the trial court in the instant case, the Appellate Court, after briefs and argument, concluded that the lower court had been clearly erroneous in its holding; in no way is this result a denial of Petitioner's due process rights.

## II.

**THE COURT OF SPECIAL APPEALS' HOLDING THAT THE RESPONDENT WAS ENTITLED TO AN EQUITABLE ADJUSTMENT OF THE CONTRACT WAS A MATTER OF INTERPRETATION OF THE CONTRACT UNDER STATE LAW, AND PRESENTS NO IMPORTANT QUESTION OF FEDERAL LAW.**

The contract between the County and the Respondent contained a provision permitting an equitable adjustment of the contract when any Major Contract Item, as defined in the specifications, is overrun or underrun by more than twenty-five percent. The Appellate Court reviewed the record and came to the conclusion that the Respondent should prevail.

> The record extract, we think, clearly establishes that the major contract items in this contract were the preplaced aggregate contract amount of $115,000 and the removal of the fender systems amounting to $34,000 and totaling more than 60 percent of the original contract price. The evidence is undisputed that the quantity of preplaced concrete used amounted to a 50 percent underrun of the prescribed quantities set forth in the contract. Under these circumstances, Raymond was entitled to an equitable adjustment in time or compensation. 45 Md. App. at 260.

The Appellate Court made the determination that the trial judge's contrary conclusion was utterly without basis in law or fact.

> The trial court initially came to the same conclusion, but inexplicably without reliance on either the law or the facts changed that opinion and concluded that Baltimore County was entitled to a favorable verdict on the issues of the failure to renegotiate and on the issue of an equitable adjustment. . . . We find nothing in the record extract on the basis of the facts or the law which supports that conclusion. *Id.* at 260-261.

This determination was clearly a matter of interpretation of the provisions of the contract in light of the uncontroverted facts disclosed by the record and application of principles of state law. Thus, no federal question is presented warranting review by this Court.

## III.

**THE ISSUES OF THE DOCTRINE OF SOVEREIGN IMMUNITY AND THE STATUTE OF LIMITATIONS ARE NOT PROPER SUBJECTS FOR REVIEW BY THIS COURT SINCE NEITHER ISSUE WAS RAISED BY PETITIONER ON APPEAL.**

Petitioner contends that it has been deprived of due process because in remanding the case for a determination of damages the Appellate Court failed to apply the defenses of sovereign immunity and statute of limitations.

The Declaration filed by the Respondent included both tort and contract causes of action against the County. Prior to trial, the lower court dismissed the Declaration as to the tort actions for intentional and negligent misrepresentations on the grounds that the County was immune from suit for its torts. The contractual causes of action seeking recovery for the damages resulting from the misleading plans and specifications and seeking an equitable adjustment of the contract were undisturbed.

Following the presentation of all evidence, the trial court's opinion expressly dealt with the defenses raised by the County of sovereign immunity for contract claims and the applicability of the statute of limitations:

> . . . I think the limitations probably even — I am trying to touch all bases, if I find there was liability on the part of the County and in the event the Appellate Court feels that I should rule on that issue for some reason, I'll rule on it now, I think the limitations would bar anything dating back three years, any builder, [sic] expense that was incurred prior to three years before the date of filing of the

> declaration in this case. I do find, I want to go into it, the issue of sovereign immunity. I find against the County. *Raymond International, Inc. v. Baltimore County, Maryland, and J.E. Greiner, Inc.*, Law Case No. 93617 (Circuit Court for Baltimore County, Maryland, 1979).

Respondent appealed from the rulings of the trial court that were unfavorable to it. Petitioner did not appeal from any of the rulings of the trial court. Thus the questions of the trial judge's rulings on the statute of limitations and sovereign immunity for contracts were never presented to the Appellate Court. While such defenses may have been raised at trial, it can hardly be said that the Appellate Court's decision violated Petitioner's rights since neither issue was raised on appeal.

## IV.

**THE CASE IS NOT RIPE FOR REVIEW BECAUSE THERE HAS BEEN NO FINAL JUDGMENT IN THE HIGHEST STATE COURT AS IS REQUIRED BY 28 U.S.C. 1257.**

Title 28 U.S.C.A. § 1257 provides that "*final judgments* . . . rendered by the highest court of a State in which a decision could be had may be reviewed by the Supreme Court . . . (3) By writ of certiorari . . . where any title, right, privilege or immunity is specially set up or claimed under the Constitution." (Emphasis supplied.) The Court of Special Appeals reversed the trial judge on the issue of liability, and remanded the case for a determination of damages. Petitioner argues that the final judgment rule is satisfied as to most, if not all of the issues in the case and therefore the case is ripe for review by this Court. Petitioner begrudgingly admits that the final judgment rule is not satisfied with respect to the issue of damages, but urges the Court to ignore that fact in deference to the fact that the highest state court in which a decision could be had has issued final rulings as to the more crucial issues. However, two of the three issues on which Petition-

er has based its final judgment argument, sovereign immunity and statute of limitations, are not properly before this Court at all because they were not raised below. *See* argument III, *supra*.

It is undeniably true that the Supreme Court has found the finality rule to be satisfied notwithstanding the fact that under certain circumstances an important federal issue may, upon remand, be mooted on non-federal grounds. *See, e.g., Cox Broadcasting Corp. v. Cohn,* 420 U.S. 469 (1975), *on remand,* 214 S.E.2d 530, 234 Ga. 67 (1975). And the Court generally will find the finality rule to have been satisfied where an important federal issue determinative of the outcome of the case has been decided and cannot be again raised for review; but that simply is not the case in this instance. Here, Petitioner is alleging a due process violation based on the Court of Special Appeals of Maryland's determination of its liability; but Petitioner's right to due process in this instance is inextricably related to the outcome of the case upon remand. If any federal questions are presented here at all, they certainly are not ripe for review apart from a final determination of Petitioner's actual liability in real (i.e. monetary) terms.

In *Republic Gas Co. v. Oklahoma,* 334 U.S. 62 (1948), Justice Frankfurter, writing for the Court, observed:

> . . . the requirement of finality has not been met merely because the major issues in a case have been decided and only a few loose ends remain to be tied-up for example, where liability has been determined and all that needs to be adjusted is the amount of damages. (Citations omitted) Id. at 68.

The foregoing observation describes precisely the procedural stage of the case at bar and provides strong precedent for denial on grounds of lack of finality of the Petition for Writ of Certiorari.

## CONCLUSION

Respondent respectfully requests that a Writ of Certiorari be denied.

Respectfully submitted,

GEORGE W. MCMANUS, JR.,
KENNETH B. FRANK,
Suite 2650,
10 Light Street,
Baltimore, Maryland 21202,
(301) 727-3645.